Remarks:

Entry of the above-listed amendments is respectfully requested. No new matter has been added.

Claim rejections 35 USC 112, first paragraph

The rejection of claim 1 (as well as claim 7 and claims 13-16) on the basis of examiner's assertion that the specification teaches scope of an access of an object rather than version of the object is respectfully traversed. Although, as examiner correctly cites, the specification does indeed teach scope of access (redaction), the specification also teaches that users can "modify" or "write to" the object data. Thus examiner's assertion (6/19/2007 response, page 3, third paragraph) that: *"Thus access criteria is established to define the scope of access of an object, not for a version of the object as recited in claim 1"* is mistaken because it overlooks the fact that the specification also teaches modifying the object, therefore creating different versions.

Here applicant is using the standard meaning of "version", as defined in the answers.com online dictionary, available from google.com, which is *"A particular form or variation of an earlier or original type: downloaded the latest version of the software from the Internet."* Thus if a user "modifies" or "writes to" an object, this "modified" or "written to" object will be a variation of the earlier or original object, and thus will be a different "version" of the object.

For example, specification page 3, paragraph 1 teaches: *"Privileges could also be expanded to modification privileges. With modification privileges, <u>a user can modify the data</u> to which it has access by either adding or deleting information and attaching or removing other documents associated with the objects. This enables a type of data exchange between the host and other privileged users."*

Specification page 5, paragraph 2 teaches: *"Also unlike the prior art, the invention provides the ability to control the access by particular users according to predetermined privilege criteria, including reading and <u>modifying information.</u>"*

Specification page 8, paragraph 1 teaches: *"Furthermore, a host may allow a guest user to access and modify any of these objects or related attributes according to the specified privilege criteria set up by the host."*

Specification figures 2, 3, and 4 illustrate that user privileges include modifying or "writing to" the object data. This can be found in figure 2 (208) "Read and Modify" and (216) "Modify application"; figure 3(306) "Modify application"; and figure 4(424) "Modify", (426) "Change", (428) "Add".

Specification page 11, paragraph 2 teaches: *"set user privilege code 204 "* and *"set user privilege may include Read-Only code 206. This limits a guest user to read-only privileges on information including objects and associated documents. Without more, a user can only read an object to which it has access and not modify any information. "*

Specification page 29, paragraph 2 teaches: *"The privileges can further allow a guest user to modify an object and other associated information by adding or deleting information, again, according to the privileges established by the host"*

The original specification claims 3, 4, 5 also teach user modification of the object.

Thus applicant respectfully traverses the 35 USC 112 first paragraph rejections of claims 1, 7, and 13-16 on the basis that the specification does indeed teach user modification or writing to the object, as well as redaction. Applicant respectfully submits that the term "versions" adequately conveys both that the object may be redacted, and that the object may also be modified by the user. By contrast, the alternate term "scope of access of an object" used by examiner in page 3 paragraph 3 of 6/19/2007 office action, only conveys the concept of "redaction", and thus does not adequately convey the redaction and/or modification teaching of the present disclosure.

Claim objections: 35 USC 112

The objection of claim 15 has been overcome. Applicant has made the requested amendment to claim 15 to make the requested grammatical correction at line 22.

Claim Rejections: 35 USC 112, second paragraph

Claim 1: The rejection of claim 1 under 35 USC 112 second paragraph due to lack of antecedent basis for the limitations: "the operation", "said application code", "the access criteria associated with the groups of data" has been overcome. Claim 1 has been amended to both make the antecedent basis for these limitations clear.

Claim 2: The rejection of claim 2 under 35 USC 112 second paragraph due to lack of antecedent basis for the limitations: "the ability of a user", "the transferred redacted version", and "the requested object", has been overcome. Claim 1 has been amended to provide the required antecedent basis for "requested object". Note that the use of the term" requested object" has support in the specification, see page 20, paragraph 2, which states: *the "requested object is the version of the object that may be viewed or modified by said individual user. It is a redacted version of the object where the data that is redacted varies according to said individual user's predetermined access or modification privileges"*. Claim 2 has also been amended to clarify the wording, and correct other the antecedent basis issues.

Claim 3: The rejections of claims 2-5 under 35 USC 112 second paragraph due to lack of antecedent basis for the limitations: "the ability", and "the requested object", has been overcome. Claim 1 now provides antecedent basis for "requested object", and claim 3 has been amended to clarify the wording and correct the other antecedent basis issues.

Claims 4-5: The rejections of claims 4-5 under 35 USC 112 second paragraph due to lack of antecedent basis for the limitations: "the ability", and "the requested object" has been overcome. These claims have also been amended to clarify the wording, and correct the antecedent basis issues, as per claims 2 and 3.

Claim 6: The rejection of claim 6 under 35 USC 112 has also been overcome. The antecedent basis issue with "the access" has been overcome by amending claim 6 to more clearly teach "the individual user's access. The antecedent basis issue with "the product chain" has been overcome by amending it to more precisely teach "a product supply chain", which finds support and

antecedent basis in the specification (page 5, paragraph 1). The antecedent basis issue with "the transferred redacted version" has been corrected by amending it to more precisely teach the "requested object", which finds antecedent basis in present claim 1 as amended.

Claim 7: The rejection of claim 7 under 35 USC 112 has been overcome. As per the earlier claims, claim 7 has been amended to improve clarity and to provide antecedent basis for the limitations.

Claim 8: The rejection of claim 8 under 35 USC 112 has been overcome. Claim 8 has been amended to now clearly teach on single type of object.

Claim 11: The rejection of claim 11 under 35 USC 112 has been overcome. Claim 11 has been amended to more clearly teach which type of object is being referenced.

Claim 12: The rejection of claim 12 under 35 USC 112 because of lack of antecedent basis for the limitation "the requestor" is respectfully traversed because the limitation "the requestor" is not actually present in the present version of the claim. However claim 12 has been amended to improve the antecedent basis for "electronic object". Additionally, claims 8 and 11, which did contain the term "the requestor" and which had suboptimal language from an antecedent basis standpoint, have been amended to correct this issue.

Claim Rejections: 35 USC 112 (lack of specification support)

Claim 1: The rejection of claim 1 on the basis of examiner's assertion that *"the access criteria associated with the groups of data contained within a version of an object"* was not described in the specification is respectfully traversed in part and overcome in part. To traverse, applicant respectfully submits that the cited phrase is composed of the limitations "access criteria", "groups of data" and "version of an object", and proving or disproving examiner's assertion thus becomes one of determining if these three limitations were taught in the specification.

Examiner had previously expressed a belief that concepts supporting "version of an object" were not present in the specification. To overcome this incorrect perception, applicant earlier provided appropriate citations earlier in this response (specification page 3 paragraph 1; page 5 paragraph 2; page 8 paragraph 1; figures 2, 3, 4; page 11 paragraph 2; page 29 paragraph 2; and original claims 3, 4, 5) demonstrating that the specification supports both redacted objects, and user "writing to" or "modification of" objects, thereby providing support for the "versions of an object" limitation.

Specification support for the "groups of data" limitation, showing specification support for the data elements in the object (which comprises distinguishable groups of data), was provided in the previous 3/21/2007 response to the previous 9/20/2006 office action. See the 3/21/2007 response pages 16-18.

Specification support for the "access criteria" limitation can be found in specification page 2 paragraph 2 ("trade secrets" "confidentially among business partners", "established business relationships"); page 3 paragraph 1 ("confidential information"); page 3 paragraph 2 ("predetermined privileges set by the owner of the information", "host status", "guest status"); page 5 paragraph 1 ("original equipment manufacturer", "contract equipment manufacturer"); and page 14 paragraph 1 ("user ID"); as well as elsewhere in the specification.

Further, applicant respectfully submits that specification figures 2, 3, 4, 5, 6, 7A, 8 and illustrate how these different limitations relate to form the *"the access criteria associated with the groups of data contained within a version of an object"* limitation. For example, figure 8 shows how a guest (802) with guest "access criteria" interacts with the guest ID "access criteria", which then verifies that the guest satisfies the access criteria (814). If this criteria is acceptable, the system retrieves data (824) from the "groups of data" contained within that version of the object (834) and sends the data to the guest.

Thus applicant respectfully traverses this 35 USC 112 claim 1 rejection on the basis that the cited limitations are, in fact disclosed in the specification. Applicant respectfully overcomes this

rejection as well by amending claim 1 to better clarify the antecedent basis of the various limitations.

Claim 7: The rejection of claim 7 under 35 USC 112 on the basis of examiner's assertion that *"the access criteria associated with the groups of data contained within the version of the redacted object transferred"* was not described in the specification is overcome in part and traversed in part. To overcome, applicant has amended claim 7 to clarify the claim wording and to define a "requested object" term to define this concept more precisely. A "requested object" is *"a redacted version of an object according to access criteria established for a user"*

Applicant respectfully submits that teaching transference of such redacted objects is supported by the specification in multiple places including page 3, paragraph 3; page 11 paragraph 2; and original claims 12, 13, and 14. If necessary, applicant can amend the specification by bringing the teaching from original claims 12, 13, and 14 into the specification, but since this teaching is already present in specification page 3 paragraph 3, and page 11 paragraph 2; applicant believes that such amendment is not needed unless examiner specifically requests it.

As per the traversal of claim 1, above, applicant respectfully submits that the other elements in the rejected phrase: "access criteria", "groups of data" and "version" are in fact supported by the specification, as were previously demonstrated in the 35 USC 112 claim 1 traversal discussion.

Claims 13 and 14: The rejection of claims 13 and 14 under 35 USC 112, on the basis of examiner's assertion that *"establishing privilege access criteria that define the scope of access of a version of the object for the user"* was not described in the specification, is respectfully traversed.

As per the earlier traversal arguments for claims 1 and 7, applicant respectfully submits that "privilege", is an alternate term for levels of access. This concept was disclosed in specification page 3 paragraphs 2-4; page 4 paragraph 1, and elsewhere in the specification.

The specification support for other limitations such as "access criteria" and "version" was extensively cited and discussed earlier in this response. To keep this response to a manageable length, applicant respectfully refers examiner to these earlier citations, and incorporates them into the claim 13 and 14 response as well.

Applicant additionally notes that page 4 paragraph 1 of the specification teaches "*Access to objects and associated documents can also be limited to read-only privileges... Privileges could also be expanded to modification privileges. <u>With modification privileges, a user can modify the data to which it has access by either adding or deleting information and attaching or removing other documents associated with the objects.</u> This enables a type of data exchange between the host and other privileged users.*" [Emphasis added] Since a modified object is a different <u>version</u> of the object, and since "privilege" relates to "access criteria", the specification is in this single excerpt teaching: *"establishing privilege access criteria that define the scope of access of a version of the object for the user".* Applicant respectfully submits that alternate phrasing is allowed under MPEP 2163.07.

Thus applicant respectfully traverses the rejection of claims 13 and 14 under 35 USC 112, on the basis that in fact the specification does teach these specific limitations. This traversal argument also applies for the 35 USC 112 rejections of the same limitations in claims 15 and 16.

Claim 15: The rejection of claim 15 under 35 USC 112 on the basis of examiner's assertion that *"establishing privilege access criteria that define the scope of access of a version of the object for the user"* was not described in the specification is respectfully traversed, using the same arguments previously given for claims 13 and 14. The rejection on the basis of examiner's assertion that *"setting up a redacted version of an object and associated documents according to user access privileges for transmission to the individual user"* was not described in the specification is also respectfully traversed.

To begin, applicant respectfully submits that examiner has selected a relatively long passage containing many limitations that clearly are in the specification, but has not identified with specificity exactly which limitations examiner believes are not present in the specification.

Applicant respectfully traverses on a first basis that, under MPEP 2163.07. *"Mere rephrasing of a passage does not constitute new matter. Accordingly, a rewording of a passage where the same meaning remains intact is permissible. In re Anderson, 471 F.2d 1237, 176 USPQ 331 (CCPA 1973).* Accordingly, applicant will submit several citations from the original filing that provide support for the present claim language:

Specification page 3, paragraph 3 teaches: *"In operation, after given an access identification, a user can access the database system and <u>request access to an object</u>. The system then retrieves information pertaining to the individual <u>user's privilege criteria</u> and determines which information contained in the database may be accessed by the requestor. The system then filters the information including objects, their attributes and associated documents according to the privilege information and gives the user limited access to the information. The requested and approved information can then be <u>sent to</u> the requestor of the information. This could also be displayed to the user as a document file having a <u>redacted document</u>, blocking out the information that the user is not privileged to see."* [Emphasis added].

Original claim 12, submitted with the original specification, also states the same concept in an alternative form. Original claim 12 reads *"wherein transmitting a redacted object includes sending an electronic object to the requestor that contains the groups of information to which the requestor has access to and that excludes groups of information to which the requestor does not have access."* Applicants are allowed to amend the specification to incorporate material disclosed in claims originally submitted with the specification. Although applicant believes that the specification presently contains adequate support for these limitations, applicant is willing to amend the specification to include the teaching of original claim 12 if examiner believes that this is necessary.

Applicant also respectfully submits that the present specification teaches this concept in other places, such as page 11 paragraph 2; original claims 13, and 14, and figure 8. For example, figure 8 shows *"setting up a redacted version of an object (824) and associated documents according to user access privileges (804), (814) for transmission to an individual user (834)."*

Thus applicant respectfully traverses the rejection of claim 15 under 35 USC 112 on the basis that the specification does support these claim limitations.

Claim 16: The rejection of claim 16 under 35 USC 112 on the basis of examiner's assertion that *"establishing privilege access criteria that define the scope of access of a version of the object for the user"* was not described in the specification is respectfully traversed as discussed above for claims 13 and 14. The rejection on the basis of examiner's assertion that *"setting up a redacted version of an object and associated documents according to user access privileges"* was not described in the specification is also respectfully traversed as discussed above for claim 15. The rejection on the basis of examiner's assertion that *"receiving an object request by a user via a network for access to a version of an object"* is not described in the specification is respectfully traversed as discussed below.

As before, applicant respectfully traverses on a first basis that, under MPEP 2163.07. *"Mere rephrasing of a passage does not constitute new matter. Accordingly, a rewording of a passage where the same meaning remains intact is permissible. In re Anderson, 471 F.2d 1237, 176 USPQ 331 (CCPA"*

Applicant also respectfully submits that the specification uses the alternate term "guest" to describe "users". See specification page 3 paragraph 2, which states: *"Individual users, or guests, can be given access to the objects..."*

To traverse by showing support in the specification, applicant respectfully submits that specification figures 1, 2, 3, 4, 7A, and 7B graphically show this limitation. In particular see specification figure 1, which shows an overview of the networked system (126), used by a guest (user) using a guest (user) computer (154); and figure 8 which shows a flow chart. This flow chart shows *"receiving an object request (806) by a user (808), via a network (126) for access to a version of an object (824)"*.

In addition to showing this concept in the figures, the specification also discloses this concept in the text as well. For example, specification page 5 paragraph 2 states that *"the invention*

provides a information management system 100 for use over a <u>network 126</u> so that information can be transferred among multiple users." Specification page 29 paragraph 2 teaches that *"The invention is intended as an information retention system for use by multiple <u>users</u> of the <u>network</u> system. The system allows multiple access to a particular document established by a host user, but allows a host user to control the access of the document by guest users according to specific privileges. These privileges can include the ability to read information contained in <u>an object</u> and to possibly redact sections so that a guest user cannot read all of the data contained therein. <u>The privileges can further allow a guest user to modify an object and other associated information by adding or deleting information</u>, again, according to the privileges established by the host."* [Emphasis added]. As previously discussed, since users can modify an object, they create object <u>versions</u>. Thus the "version" limitation finds support in this passage as well.

Thus applicant respectfully traverses the rejection of claim 16 under 35 USC 112 on the basis that support for the rejected material is, in fact, found in the specification.

Claim Rejections – 35 USC 112 (indefinite)

Claim 1: The rejection of claim 1 under 35 USC 112 on the basis that *"the operation"*, *"said application code"*, *"the access criteria associated with the groups of data contained within a version of an object"* lack antecedent basis has been overcome. Claim 1 has been amended to correct these antecedent basis problems.

Claim 2: The rejection of claim 2 under 35 USC 112 on the basis that there is insufficient antecedent basis for the limitations *"the ability of a user, the transferred redacted version and the requested object"* has been overcome. Claim 2 has been amended to correct these antecedent basis problems.

Claims 3-5: The rejections of claims 3-5 under 35 USC 112 on the basis that there is insufficient antecedent basis for the limitations "the ability and the requested element" have been overcome. Claims 3-5 have been amended to correct these antecedent basis problems.

Claim 6: The rejection of claim 6 under 35 USC 112 on the basis that there is insufficient antecedent basis for the limitations "*the* access, *the* product chain, *the* transferred redacted version*"* has been overcome. Claim 6 has been amended to correct these antecedent basis problems.

Claim 7: The rejection of claim 7 under 35 USC 112 on the basis that the limitations, "the database, the transferred version, *the* access criteria associated with *the* groups of data contained within *the* version of *the* redacted object," and the "redacted object" lack of clarity have been overcome. Claim 7 has been amended to correct these antecedent basis and lack of clarity problems.

Claim 8: The rejection of claim 8 under 35 USC 112 on the basis that the limitations, "the redacted version of the object" and references to a plurality of "redacted version of an object" are unclear has been overcome. Claim 8 has been amended to refer to the clearer term "requested object". Claim 7 has also been amended in this way.

Claim 11: The rejection of claim 11 under 35 USC 112 on the basis that "the version of the object" references to other items in the claims has been overcome. Claim 7, 8, and 11 have been amended to refer to the clearer term "requested object".

Claim 12: The rejection of claim 12 on the basis that there was insufficient antecedent basis for the limitation "*the* requestor" is respectfully traversed. There is no term "the requestor" in the present version of the claim. However a potential antecedent basis issue with "electronic object" was corrected by amending the claim to now teach "requested object".

Claim Rejections, 35 USC 103(a)

The rejection of claims 1-9 and 12-16 under 35 USC 103(a) over Schneck (USP 6,314,409) in view of Mukherjee (USP 5,317,729) is respectfully traversed. In addition to the traversal

arguments given below, applicant also reiterates the 35 USC 103 arguments traversing Schneck and Mukherjee that were provided in the previous 3/21/2007 response.

35 USC 103(a) rejection of claims 1-9 and 12-16 in view of Schneck and Mukherjee:

The rejection of claim 1, as well as the other claims 2-9 and 12-16 under 35 USC 103(a) as being obvious over Schneck in view of Mukherjee is respectfully traversed. Applicant traverses on the general grounds that in various places, the rejection did not accurately cite the limitations that were taught by the present specification, Schneck, or Mukherjee. When the various sources are examined in more detail, it can be seen that the actual limitations differ from the limitations cited in the rejection. The actual limitations do not support the various 35 USC 103(a) rejection arguments. Here, applicant will respectfully provide evidence to support this traversal.

Claim 1: Applicant respectfully submits that in the rejection, examiner has prematurely truncated his quotation of claim 1. Specifically, in examiner's arguments that Schneck teaches *"a system for providing the transfer of and the controlled access to a version of an object and other information of a file by a plurality of users"* examiner quoted a fragment of present claim 1 that omits important limitations. In fact, when this portion of claim 1 is quoted in context, it becomes clear this portion of claim 1 contains important limitations that were not taught by Schneck.

A fuller and more complete quotation of this portion of claim 1 is:

"A business-entity data-exchange system for providing the transfer of and the controlled access to a version of an object and other associated information of a file by a plurality of users from different business entities, said business entities being business partners or potential business partners producing products and component parts throughout a product supply chain"
[emphasis added]

Although examiner asserts that Schneck teaches the limitation that *"Schneck teaches a method and a business entity data exchange system"* There is no evidence that Schneck contemplated

business entities and product supply chains. As discussed in more detail in the 3/21/2007 response, Scheck was teaching a media (movie, computer program, sound recording) oriented data access system where the data objects (files) themselves had intrinsic value, and access was primarily controlled by simple prior-art criteria such as payment or age of viewer (for G or X rated movies). These data access algorithms are not appreciably more sophisticated than the data access algorithms commonly used to check out videos from a video rental store. Schneck does not teach "*different business entities, said business entities being business partners or potential business partners producing products and component parts throughout a product supply chain*" and examiner has not provided citations from Schneck that cover these areas.

In fact, examiner admits this deficiency by stating on page 3 paragraph 1 of the 6/19/07 office action that: *"The missing of Schneck is the claimed limitation in the preamble, business partners or potential business partners producing products and component parts throughout a product supply chain and the predetermined access vary according to the status of the business relationship."*

Although examiner tries to repair this deficiency by asserting that *"Mukherjee further discloses business partners or potential business partners producing products and component parts throughout a product supply chain"*, applicant respectfully submits that examiner is misquoting or misinterpreting Mukherjee, and has misquoted or misinterpreted the normal meaning of the terms "business partners" and "product supply chain".

Here, the normal meaning of the term "supply chain" is highly relevant. Typing "supply chain" into google.com shows that the standard definition of "supply chain" according to the answers.com dictionary, is *"The network created amongst different companies producing, handling and/or distributing a specific product"* [emphasis added]

Applicant respectfully submits that Mukherjee in fact was teaching art intended to be used by employees within a single company to control work processes within a single company.

It is quite common for a single company, particularly a large company, to have different departments (design engineering, manufacturing engineering, etc.). However if the different departments are in the same company, they ultimately will report to the same person in upper management. This person may be the CEO, or a lower level manager such as a vice president of engineering or a vice president of operations (in the case of the design engineering and manufacturing engineering departments). If the different departments are in the same company, the different departments also are often funded by sales of the same products. As a result, employees and processes within a single company generally have a fairly high level of trust.

By contrast, the trust level between different companies is much lower. If the sales department form company "A" can obtain advance knowledge of the price or features of company "B's" products, company "A" can use this information to outbid company "B", potentially driving company "B" out of business and causing great distress to company "B's" employees, management, and owners.

At the same time, the complex nature of modern products is such that different companies that compete against each other must also cooperate and make components for each other, and must exchange enough information to do so. The resulting scenario is not unlike a poker game from the Wild West. Competitor companies uneasily cooperate with each other, exchanging some information, while holding key information (such as the exact hand of poker cards that they are playing) secret. The present art is designed for just such a "low trust but we must exchange some information to survive" business environment that exists when different companies supply components and services to each other.

As a result, users operating within a company do not need to have as an elaborate system of access criteria and redaction as is discussed in the present disclosure. In the higher trust environment that exists within a company, much simpler authorization schemes are adequate. Low trust computer systems are a relatively new development. Prior art systems, such as Mukherjee, avoided low trust situations, and simply assumed that everyone that had access was a relatively high trust user that worked for the same company.

The assumption that the work is proceeding within a single company can be seen throughout Mukherjee. The reasons for this are easy to understand. Mukherjee was an employee of one of the world's largest corporations, International Business Machines (IBM). In 1990, the date Mukherjee submitted the application, IBM was a global organization comprised of over 370,000 employees. IBM produced many of its own components using various internal departments, including design engineering and manufacturing engineering departments. In effect, IBM was its own "high trust" world.

Mukherjee's lack of "low trust" art relevant to work between different businesses or companies is easy to verify. Applicant respectfully submits that a computer scan of Mukherjee shows that the terms "company," "organization," "partners," "supply chain," and "business" are completely absent from the disclosure.

Although applicant respectfully submits that the limitation "from different companies" is part of the standard definition of "supply chain"; and the "supply chain" limitation is already present in claim 1 and other claims. However to make this limitation clearer, applicant has respectfully overcome the rejection by amending claim 1, and all other independent claims, to further recite that the business partners or potential business partners or business entities are from <u>different companies</u>.

Support for the "different company" limitation can be found in specification page 2 paragraph 1. Additional support is provided by the standard definition of "supply chain" *"The network created amongst <u>different companies</u> producing, handling and/or distributing a specific product"*. The "supply chain" teaching can be found in the present specification at page 2 paragraph 1; and page 5 paragraph 1.

Claim 2: The 35 USC 103(a) rejection of claim 2 is respectfully traversed. Claim 2 is a dependent claim to claim 1, which now contains the "different companies" teaching not anticipated by Schneck and Mukherjee.

Claim 3: The 35 USC 103(a) rejection of claim 3 is respectfully traversed in part and overcome in part. Claim 3 is a dependent claim to claim 1, which now contains the "different companies"

teaching not anticipated by Schneck and Mukherjee. Applicant also traverses on the additional grounds that the Schneck (col 26, lines 30-31) only teaches printing out modified versions of the object such as a customized book. Schneck does not teach storing the modified contents back in the memory of the application server. Applicant has overcome this rejection by amending claim 3 to teach storing the modified contents in memory.

Support for this amendment may be found in the specification figure 2, and page 3 paragraph 2 which shows guest privileges (210) which include modify application code (216), which, allows guests (users) to modify memory (114), (112), (230) on host computer (104). Further support is given on page 29 paragraph 2.

Claim 4: The 35 USC 103(a) rejection of claim 4 is respectfully traversed in part and overcome in part. Claim 4 is a dependent claim to claim 1, which now contains the "different companies" teaching not anticipated by Schneck and Mukherjee. As per claim 3, applicant also traverses on the additional grounds that Schneck (col 26, lines 30-31) only teaches printing out modified versions of the object such as a customized book. Schneck does not teach deleting the contents from the memory of the application server. Applicant has overcome this rejection by amending claim 4 to teach storing the modified object in memory.

As before, support for this amendment may be found in the specification figure 2, and page 3 paragraph 2 which shows guest privileges (210) which include modify application code (216), which, allows guests (users) to modify memory (114), (112), (230) on host computer (104). Further support is given on page 29 paragraph 2.

Claim 5: The 35 USC 103(a) rejection of claim 5 is respectfully traversed in part and overcome in part. Claim 5 is a dependent claim to claim 1, which now contains the "different companies" teaching not anticipated by Schneck and Mukherjee. As per claim 3 and 4, applicant also traverses on the additional grounds that the Schneck (col 26, lines 30-31) only teaches printing out modified versions of the object, such as a customized book. Schneck does not teach adding data to the memory of the application server.

As per claim 3 and 4, applicant has overcome this rejection by amending claim 4 to teach this limitation. Support for this amendment may be found in the specification figure 2, and page 3

paragraph 2 which shows guest privileges (210) which include modify application code (216), which, allows guests (users) to modify memory (114), (112), (230) on host computer (104). Further support is given on page 29 paragraph 2.

Claim 6: The 35 USC 103(a) rejection of claim 6 is respectfully traversed in part and overcome in part. Claim 6 is a dependent claim to claim 1, which now contains the "different companies" limitations not anticipated by Schneck and Mukherjee.

Claim 8: The 35 USC 103(a) rejection of claim 8 is respectfully traversed in part and overcome in part. Claim 8 is a dependent claim to claim 7, which now contains the "different companies" limitations not anticipated by Schneck and Mukherjee.

Claim 9: The 35 USC 103(a) rejection of claim 9 is respectfully traversed in part and overcome in part. Claim 9 is a dependent claim to claim 7, which now contains the "different companies" limitations not anticipated by Schneck and Mukherjee.

Claim 12: The 35 USC 103(a) rejection of claim 12 is respectfully traversed in part and overcome in part. Claim 12 is a dependent claim to claim 7, which now contains the "different companies" limitations not anticipated by Schneck and Mukherjee.

Claims 13 and 14: As previously discussed for claim 1, applicant respectfully traverses and overcomes these rejections by amending claims 13 and 14 to contain the "different companies" limitations not anticipated by Schneck and Mukherjee.

As per claim 1, applicant respectfully traverses a number of the other specific claim 13 and 14 rejections on the general grounds that in various places, the rejection did not accurately cite the limitations that were taught by the present specification, Schneck, or Mukherjee. When the various sources are examined in more detail, it can be seen that the actual limitations differ from the limitations cited in the rejection. The actual limitations do not support the various 35 USC 103(a) rejection arguments. Here, applicant will respectfully provide evidence to support this traversal.

Applicant thus traverses on the additional grounds that, as per claim 1, the Schneck abstract, cited by examiner, does not contain the alleged reference to "business entities" or marking or altering objects.

Applicant further traverses on the additional grounds that as per claim 1, Schneck Figure 1 does not disclose that *"the user privilege access criteria varies according to the business entity that said individual user is affiliated with"*. Schneck, who was essentially teaching a media dispensing kiosk, simply teaches payment, and teaches no such dependence on any business entities that the user may be affiliated with. Applicant respectfully submits that examiner's insertion of the additional limitation *"according to the payment"* in his quotation of applicant's claim has the net effect of mutating applicant's claim and limitations into an incorrect form.

Applicant further traverses on the additional grounds that as per claim 1, Schneck col 23, line 65-Col 24, line 1 is not teaching *"business entity that said individual user is affiliated"*. What these lines actually say is: *"A permission list consists of rules governing the qualities and quantities of access made available by the owner to a particular user or group or class of users, and defines those ways in which the user may (and may not) interact with the owner's data/information."* There is no actual discussion of user affiliation, or business, or business entities.

Although applicant agrees with examiner's statement that *"the missing of Schneck is the status of the business partnership that makes the user privilege access criteria vary"*, applicant respectfully traverses examiner's assertion that *"Mukherjee further discloses the predetermined access vary according to the status of the business partnership"*. As previously discussed for claim 1, Mukherjee's specification completely lacks the terms "company" "organization" "partners" "supply chain" or "business"; and also lacks the terms "partner" or partnership". As previously discussed for claim 1, Mukherjee's use of the term status (e.g. design engineering, manufacturing engineering) is only in the higher-trust context that exists within a single company, not between companies.

Applicant respectfully submits that, as per claim 1, Mukherjee figure 4, cited by examiner, in fact contains no business partnership teaching whatsoever as far as the present context of relationships between different companies is concerned.

Since neither Schneck nor Mukherjee contains any relevant teaching as far as regulating information exchange between companies, applicant respectfully traverses the 35 USC 103(a) rejection of claims 13 and 14 that it would have been obvious to apply this technique by combining references.

Claims 15 and 16: As previously discussed for claim 1, applicant respectfully traverses and overcomes these rejections by amending claims 15 and 16 to contain the "different companies" limitations not anticipated by Schneck and Mukherjee.

As per claim 1 and claims 13 and 14, applicant respectfully traverses a number of the other specific claim 15 and 16 rejections on the general grounds that in various places, the rejection did not accurately cite the limitations that were taught by the present specification, Schneck, or Mukherjee. When the various sources are examined in more detail, it can be seen that the actual limitations differ from the limitations cited in the rejection. The actual limitations do not support the various 35 USC 103(a) rejection arguments. Here, applicant will respectfully provide evidence to support this traversal.

Applicant further traverses on the additional grounds that, as per claim 1, 13, and 14, Schneck Figure 1 does not disclose that *"the user privilege access criteria varies according to the business entity that said individual user is affiliated with"*. Schneck, who was essentially teaching a media dispensing kiosk, simply teaches payment, and teaches no such dependence on any business entities that the user may be affiliated with. Applicant respectfully submits that examiner's insertion of the additional limitation *"according to the payment"* in his quotation of applicant's claim has the net effect of mutating applicant's claim and limitations into an incorrect form.

Applicant further traverses on the additional grounds that as per claim 1, 13, and 14, Schneck col 23, line 65-Col 24, line 1 is not teaching *"business entity that said individual user is affiliated"*. What these lines actually say is: *"A permission list consists of rules governing the qualities and quantities of access made available by the owner to a particular user or group or class of users, and defines those ways in which the user may (and may not) interact with the owner's*

data/information." There is no actual discussion of user affiliation, or business, or business entities.

Although applicant agrees with examiner's statement that *"the missing of Schneck is the status of the business partnership that makes the user privilege access criteria vary "*, applicant respectfully traverses examiner's assertion that *"Mukherjee further discloses the predetermined access vary according to the status of the business partnership"*. As previously discussed for claim 1, 13 and 14, Mukherjee's specification completely lacks the terms "company" "organization" "partners" "supply chain" or "business"; and also lacks the term "partnership". As previously discussed for claim 1, 13 and 14, Mukherjee's use of the term status (e.g. design engineering, manufacturing engineering) is only in the higher-trust context that exists within a single company, not between companies.

Since neither Schneck nor Mukherjee contains any relevant teaching as far as regulating information exchange between companies, applicant respectfully traverses any conclusion that it would have been obvious to apply this technique by combining references.

Claim 11: The rejection of claim 11 in view of the combination of Schneck, Mukherjee, and Hayes is respectfully traversed. Claim 11 is a dependent claim to claim 7, and thus inherits the user "business relationship" and "different company" imitations not taught by any combination of Schneck and Mukherjee.

Hayes does nothing to repair the deficiency Schneck and Mukherjee in teaching "low trust" systems that operate between different companies. As per Schneck and Mukherjee, a computer scan of Hayes shows Hayes also lacks the terms "company", "organization", "partners", "supply chain", "business", and also has no teaching regarding trust relationships between different companies.

Additional grounds for traversal of obviousness: commercial success

As an alternative ground of traversal for the 35 USC 103 obviousness rejections, applicant respectfully submits evidence of commercial success.

According to MPEP 1504.03 Nonobviousness: *III. REBUTTAL OF THE PRIMA FACIE CASE*

Once a prima facie case of obviousness has been established, the burden shifts to the applicant to rebut it, if possible, with objective evidence of nonobviousness. <u>Examples of secondary considerations are commercial success,</u> expert testimony and copying of the design by others. Any objective evidence of nonobviousness or rebuttal evidence submitted by applicant, including affidavits or declarations under 37 CFR 1.132, must be considered by examiners in determining patentability under 35 U.S.C. 103(a).

Although applicant has argued and presented extensive evidence that no such prima facie obviousness case exists, and although applicant does not stipulate obviousness, applicant believes that there have been some recent commercial developments are relevant to any obviousness rejections made in this application. Here, applicant presents a brief overview of these commercial developments.

Objective evidence that the invention has achieved commercial success:

The present invention plays a key role as a major part of the Agile Software Corporation "Product Lifecycle Management" (PLM) System. This is the main product sold by Agile. Until its recent purchase by Oracle Corporation in May 2007 for $495 million, Agile Software Corporation was a publically traded corporation. As a result, the company has filed audited and legally binding reports and documents, as required by the Security and Exchange Commission and the Sarbanes Oxley Act. Here, certain information provided in the Agile 2005 annual report will be cited.

According to Agile's 2005 annual report, the company's main line of business was selling product lifecycle management software along the lines of the present invention. As stated in this 2005 annual report:

"We develop and sell an integrated suite of product lifecycle management ("PLM") software products and offer related business consulting and implementation services. Our solutions enable our customers to accelerate their time-to-market and revenue, reduce costs, improve product quality, ensure regulatory compliance and drive innovation throughout the product lifecycle. Albertsons, Alcatel, Boeing Service Company, Cisco Systems, Dell Computer Products, Eastman Kodak, Flextronics International, GlaxoSmithKline, Harris Corporation, Hitachi Corporation, LeapFrog Enterprises, Lockheed Martin Missile and Fire Control, Magna Steyr, Philip Morris International, Siemens A&D, QUALCOMM Corporation and ZF are among the over 10,000 customers that have licensed Agile solutions." (Agile 2005 annual report, page 1, paragraph 1)

Direct Materials Sourcing. As manufacturers outsource more and more of their production requirements, including in many cases engineering activities, to third-party suppliers, they no longer have direct control over the internal procedures used to design and build their products. To ensure high quality, cost effective and timely availability of products, <u>product information and changes must be communicated effectively across a very complex, global supply chain</u>. (Page 1, last paragraph).

Described below are the principal software products we offer. Many of these products are tightly integrated and may be purchased and used as a combined solution set.

Agile Product Collaboration / Product Data Management. Agile Product Collaboration manages product information including bills of material, documentation, engineering and manufacturing changes, configurations, and mechanical, electrical and software design and analysis databases, providing visibility to this information throughout the extended enterprise and streamlining the product development and delivery process. (Page 2, last two paragraphs).

Agile Product Cost Management. Agile Product Cost Management provides product cost intelligence between internal design and sourcing functions on the one hand and external supplier and partners on the other hand, and is used to streamline the direct materials sourcing process. Using Agile Product Cost Management, customers can plan and manage critical cost,

commercial terms and other key product information early and throughout the product lifecycle. This enables users to achieve product total cost goals by promoting the use of preferred suppliers, aggregating demand across multiple organizations for greater buying power, and sharing product information across the supply chain. (page 3 second paragraph)

Agile Content Framework. The Agile Content Framework links the product record in real-time to component information dispersed throughout the supply chain enabling evaluation and consolidation of manufacturer, enterprise and supplier information obtained from dispersed sources for optimal decision making throughout the product lifecycle. Component, Bill of Material and Approved Manufacturer / Vendor List data can be analyzed, cleansed, and mapped to consolidate product information coming from multiple sources like component catalogs into a usable asset for the engineering and sourcing organizations. (page 4, paragraph 7) [emphasis added]

Consolidated Statement of Operations Data (2005)
Revenues:
License . . . . $ 46,406,000
Service $70,581,000
Total revenues $116,987,000
(page 13, top)

Applicant respectfully submits that in view of the invention's key part in Agile's PLM software system, the substantial revenues from this system, and the company's recent acquisition for $495 million, any argument purporting to establish prima facie obviousness can be rebutted by this objective evidence of commercial success.

Applicant further submits that Oracle, the acquiring corporation, is highly sophisticated in business software, and its positive assessment of the Agile PLM, which uses the present art, is relevant. Oracle is widely known for expertise in enterprise software and databases, and has enterprise database and data management software sales of approximately $14.2 billion dollars per year. According to the Oracle May 15 press release:

REDWOOD SHORES, Calif. 15-MAY-2007 02:15 PM Oracle announced today that it has agreed to acquire Agile Software Corporation (Nasdaq: AGIL), a leading provider of product lifecycle management (PLM) software solutions, through a cash merger for $8.10 per share, or approximately $495 million.

Agile's PLM solutions help engineers, manufacturing and supply chain professionals and business executives drive the product innovation and introduction process, share product specifications and configurations and collaborate effectively across the supply chain in a variety of industries, including high-tech, life sciences, industrial manufacturing and consumer packaged goods. Agile's solutions help customers make better product portfolio decisions, accelerate new product introduction, improve manufacturing quality and manage regulatory compliance. Customers of Agile include Acer, Flextronics International, GE Medical Systems, Harris, Heinz, Johnson & Johnson, Lockheed Martin, McDonald's, Micron, QUALCOMM, Shell and ZF.

Applicant thus respectfully traverses the 35 USC 103(a) rejection of all claims on the basis of commercial success.

New claims:

New claim 17-19 are restated versions of claims 1, 7 and 13 with a smaller Markush group of database groups of business relationship data. This smaller group contains data elements pertaining to relationships between different companies in the supply chain, and thus focuses on data types not taught by any combination of Schneck or Mukherjee.

In view of the above amendments and accompanying remarks, applicant believes that the application is now in condition for allowance. Notice to that effect is respectfully requested.

The Commissioner is authorized to charge any additional fees due or credit any overpayment to Deposit Account No. 50-2421.

If there are any questions regarding this correspondence, please contact the undersigned at (408) 288-7588.

Respectfully submitted,

Dated: August 29, 2007

David R. Stevens
Reg. No. 38,626

Stevens Law Group
P.O. Box 1667
San Jose, CA 95109
Tel (408) 288-7588
Fax (408) 288-7542